

## **ENGAGEMENT AGREEMENT**

Thank you for choosing Jaime J. Muñoz and Associates to assist you in your legal matters. This letter will confirm the legal representation of the La Joya Independent School District and the agreement. Our fees for these services include a non-detailed monthly retainer of \$19,500.00 (non refundable) for attorneys fee charges, legal assistant fees, research, personal and telephone conferences, any and all travel, outgoing faxes, and postage. Said charge shall represent attorney fees. In addition, you agree that any and all litigation services (any and all disputed claims) shall be billed in addition to the monthly retainer and separate and apart from the monthly retainer at a rate of \$185.00 an hour. You agree to provide monthly payments for the payment of attorneys fees and all associated costs/expenses. Please feel free to discuss with us at any time any questions you may have regarding the fee statements. Client contracts and agrees no IOLTA account will be established and no money will be held in trust or on hold. Any and all money received and quoted above is non-refundable and immediately becomes the full and complete property of Jaime J. Muñoz. The client may wish to contact the State Bar of Texas concerning this attorney, contract or any attorney at 1-800-204-2222.

While we do not expect any problems to arise during the representation, you should be aware that we reserve the right to withdraw from the case and discontinue the representation should any of the following problems arise:

1. Nonpayment of fees, stop payments, statements and/or serious past due accounts;
2. Resistance or refusal by you/your company to provide assistance in the investigation of the case and/or during any time during the pendency of the case and/or any litigation;
3. Refusal to reasonably accept our recommendations and/or legal analysis of your case;
4. In our opinion, a conflict of interest arises during the representation which is/was not apparent at the outset of our representation;
5. Any other situation which compromises our ability to represent you in this matter and/or compromises our legal and ethical obligations to the Bar in general;
6. The Client's suggestion, inference, and/or admission of any distrust, discontent, Or dissatisfaction with attorney or attorney work;
7. The verbal or physical abuse, of any nature or level, of any staff member or attorney associated with Counsel's firm;
8. Any indication from the Client (or the client's family/friends) he/she will not cooperate in making appearances or resolving any conflicts; AND
9. Refusal to make payment or reimbursement for any reasonable expense(s) Jaime J. Muñoz actually makes on behalf of the client or their legal matter.

Of course, we will discuss with you any situation which arises which would lead us to reasonably believe we need to withdraw from the case, discuss the reasons for any withdrawal with you, and take any steps necessary to rectify the situation, if possible, and recommend other counsel. However, your signature below acknowledges my right, with your consent, to immediately withdraw from your legal representation upon the existence of any of the above listed items.

Client agrees to only receive copies upon written request. In the event client wishes to receive copies, client agrees to pay a reasonable and customary charge for any and all copies. Client further agrees to allow additional legal counsel to be associated, retained, or referred on this general counsel engagement (at a maximum hourly rate of \$185.00) or future contingency fee agreement. However, all Parties to this agreement agree and acknowledge Jaime J. Muñoz will NOT be responsible, legally or financially, for their performance or lack of performance on any matter. Client expressly grants Counsel the authority to review and inspect any matter associated in any fashion to the La Joya Independent School District. However, THE LAW OFFICE OF JAIME J. MUÑOZ, shall retain their initial interest on any matter arising from the District. Client further acknowledges that correspondence via U.S. mail will not be used to communicate with Client.

Client agrees at times certain legal matters may arise which may be more appropriately taken on a contingency fee agreement. Should a legal matter arise in which Counsel deems it appropriate to take on a contingency fee agreement, Client agrees to detach that particular matter from this contract (and its fees)



and enter into a legal binding contingency fee agreement with Counsel Muñoz.

Should Client wish to receive information, Client agrees to visit Counsel's office and discuss the engaged matter. Client acknowledges attorney's office will conduct itself with an "open door" policy regarding the legal representation and the client's file. However, it will be the client's responsibility to coordinate, inquire, and schedule desired appointments.

Client further understands that legal matters are lengthy transactions and not an expedited process. Absolutely no representations have been or will be made about the time any legal matter will take. Client is aware and understands they are not the only client in this firm. Client further understands it may, at times, be difficult to communicate with an attorney.

Client further agrees and understands that in any litigation or representation of legal matters, there cannot and will not, be any representation, guarantee, or warranty of any settlement, outcome, or result with respect to any matter. Client has retained representation and NOT EITHER a warranty of any sum amount or final outcome. This section pertains to all matters for which Jaime J. Muñoz is retained as General Counsel. Be advised legal action is most certainly initiated any time adverse employment action is taken against an employee.

In the event any Trustee, former Trustee, employee, ex-employee, or third party initiates any type of legal action against Jaime J. Muñoz, Client expressly agrees to provide Counsel Muñoz with legal representation or compensation for any and all legal representation, expense, or judgment regardless of the time said action is initiated or ordered.

Client further understands that any sum of money paid in connection to this engagement letter shall not apply to any sum attorney is charged by any third party (i.e., District Clerk, County Clerk, mediator, court reporter, etc.). Should the attorney undertake any expense on behalf of the Client, the Client acknowledges to owe the paid money and contracts to reimburse Counsel for any and all expenses associated to the Client's matter. Said reimbursement shall not be subject to discount or negotiation.

Finally, Client agrees to waive any and all requirements regarding retention of any type or form of documents, data, calendars, materials, ledgers, evidence, objects, electronic media/devices, diaries, or any other past media, object or document of any nature or matter. Client expressly grants Jaime J. Muñoz authority to destroy any and all types or forms of documents, data, materials, ledgers, evidence, objects, electronic media/devices, diaries, or any other past media, object or document of any nature or matter at any time Counsel Muñoz (unilaterally) deems appropriate.

Again, we thank you for selecting our firm to assist you with your legal needs, and look forward to working with you. If you have any questions regarding this agreement, please call me. However, this document contains all agreements and representations. The Parties acknowledge absolutely no verbal representations or warranties have been made to either Party. In the event either party to this agreement desires to terminate the relationship, each party agrees to provide no less than thirty (30) day notice to the other party. This agreement shall remain in full force from January 2019 - January 2020. If the above arrangements are acceptable to you, and you agree to the terms and our representation, I would request that you please sign this document.

**UNDERSTOOD AND AGREED:**

CLIENT: \_\_\_\_\_

ATTORNEY: \_\_\_\_\_